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May 26, 2015

VIA ECF

The Honorable Andrew L. Carter, Jr., U.S.D.J.
U.S. District Court for the Southern District of New York
40 Foley Square, Room 435
New York, New York 10007

Re: Spencer v. No Parking Today, Inc., et al., 1:12-cv-6323 (ALC) (AJP)

Dear Judge Carter:

This firm and Gottlieb & Associates represent the class members in the above-referenced New York Labor Law and Fair Labor Standards Act matter. This letter respectfully requests a conference with Your Honor to address two pressing issues regarding the Court-approved June 20, 2014 Settlement Agreement and General Release (the "Agreement").

First, Defendants are not satisfying their payment obligations under the Agreement. The Agreement provides Defendants with almost 3.5 years to satisfy the \$450,000 settlement, with the first \$63,875 installment payment due April 4, 2015. Defendants did not meet this deadline. The Class accordingly provided them with an April 6 Notice of Default, giving them until April 20 to cure the default and to avoid the Class filing the Consent Judgment with the Court. Defendants did not to cure the default. While they did remit to the settlement administrator, Simpluris, Inc., payment on April 9, it was only for \$56,250.00. The \$7,625 balance is what they are required to pay Simpluris under the Agreement.

The Class has exhausted substantial efforts to resolve this default without involving the Court, but have been unsuccessful. Despite numerous phone calls and emails on this critical issue, the only response Defendants provide is that payment will be forthcoming or the check is in the mail. But Simpluris remains unpaid and is now stating it will stop administering the settlement. As Defendants' obligation to pay Simpluris is an express term of the Agreement, the Class respectfully requests a conference to address this issue.

Second, the Class respectfully requests permission to move for attorneys' fees. The Agreement permits Class Counsel to apply to the Court "for additional fees in the



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event meaningful efforts are necessary to enforce the terms of this Agreement.” (Agreement ¶ 10). Meaningful efforts have been necessary. It regularly takes three, four or five phone calls and emails before Defendants provide any response on this issue. And they provide little-to-no information when they eventually respond. It should simply not take this effort level to obtain a response on this critical issue. A fees award is warranted.

We appreciate the Court’s attention to this matter and are available to answer any questions the Court may have.

Respectfully submitted,

s/ Douglas B. Lipsky
Douglas B. Lipsky

Cc: Jeffrey Meyer and Michael Kaufman (Via ECF)